

DISTRICT COURT OF THE COUNTY OF SUFFOLK
SECOND DISTRICT COURT, LINDENHURST PART

-----X
DIANE VOMARO,

Plaintiff,

against

PORTFOLIO RECOVERY ASSOCIATES, LLC
and KRISTEN S. MANTYLA, ESQ.,

Defendants.
-----X

To the above named defendants:

YOU ARE HEREBY SUMMONED and required to appear in the District Court of the COUNTY OF SUFFOLK, at the office of the Clerk of the said court at 30 E. Hoffman Avenue, Lindenhurst, NY 11757 in the County of Suffolk, State of New York, by serving an answer to the annexed complaint upon plaintiff's attorney, at the address stated below or if there is no attorney, upon the plaintiff, at the address stated above, within the time provided by law as noted below; upon your failure to answer, judgment will be taken against you for the relief demanded in the complaint, together with the costs of this action.

Dated: the 18th day of August, 2014.

Eric S. Pillischer, Esq.
Attorney for Plaintiff
8 Cutchogue Lane
Commack, NY 11725
(631) 433-3710

NOTE: The law or rules of law provide that:

- (a) If the summons is served by its delivery to you, or (for a corporation) an agent authorized to receive service, personally within the County of Suffolk you must answer within 20 days after such service;
- (b) If this summons is served otherwise than as designated in subdivision (a) above, you are allowed 30 days to answer after the proof of service is filed with the Clerk of this Court.
- (c) You are required to file a copy of your answer together with proof of service with the clerk of the district in which the action is brought within ten days of the service of the answer.

Defendant's address:

KRISTEN S. MANTYLA 100 Park Avenue, ste 1600, New York, NY 10017
PORTFOLIO RECOVERY ASSOCIATES, LLC, c/o Corporation Service Company
80 State Street, Albany, NY 12207-2543

Index no. BAC 134514

SUMMONS

Plaintiff's residence:

181 Abbott Avenue

Mastic, NY 11950

Basis of Venue designated is:

UDCA 301(c) county in

which action arose

SUFFOLK COUNTY
DISTRICT COURT
JUL 18 P 3:08

DISTRICT COURT OF THE COUNTY OF SUFFOLK
SECOND DISTRICT COURT, LINDENHURST PART

-----X
DIANE VOMARO,

Plaintiff,

Index no. BAC 1345/14

against

· VERIFIED COMPLAINT

PORTFOLIO RECOVERY ASSOCIATES, LLC
and KRISTEN S. MANTYLA, ESQ.,
Defendants.
-----X

Plaintiff, by her attorney, complaining of the defendants, alleges:

1. At all times relevant to this complaint, defendants Portfolio Recovery Associates, Ltd and Kristen S. Mantyla, Esq. are debt collectors as defined in the federal Fair Debt Collection Practices Act, 15 USC §1692 *et seq.* (hereinafter "the FDCPA"). At all times relevant to this complaint, plaintiff is a consumer as defined in the FDCPA.

2. This court has jurisdiction of this matter pursuant to 15 USC §1692k. The acts and omissions that are the basis for this action occurred in Suffolk County, State of New York.

3. On December 17, 2012, defendant Portfolio Recovery Associates Ltd, brought an action against plaintiff in this court under index no. BAC-12-002678 (hereinafter "the action") alleging that it had purchased "underlying consumer credit debt" from General Electric Capital Corp/Sleepy's and sought an award of monetary damages against plaintiff in the sum of \$1,240.97 and taxable costs and disbursements.

4. The parties to the action negotiated a settlement and co-defendant Kristen S. Mantyla, Esq., New York associate attorney for defendant Portfolio Recovery Associates, LLC sent plaintiff a proposed stipulation of settlement drafted by her for plaintiff's signature whereby plaintiff was to pay \$1,380.97 in monthly payments of \$80.00 commencing January 31, 2013. Pursuant to said stipulation after the last payment had been made a stipulation of discontinuance was to have been filed. A copy of the stipulation of settlement signed by plaintiff is attached hereto marked exhibit A.

5. Plaintiff signed the stipulation of settlement but was never sent a fully signed stipulation in return. Upon information and belief, defendant Mantyla signed the stipulation of settlement and filed same with the court.

6. Plaintiff paid the sum of \$1,380.97 pursuant to the stipulation by April 30, 2014, but a stipulation of discontinuance was never filed with this court.

7. On June 5, 2014, plaintiff called defendants' offices, asked for co-defendant Mantyla and was transferred to someone named "Sheila" who advised that defendants would

SUFFOLK COUNTY
DISTRICT COURT
2014 APR 19 11 PM
08

email plaintiff a copy of the verification that the payments had been paid in full, but no verification was ever sent.

8. On June 9, 2014, plaintiff contacted defendants' office again and spoke with "Donna", she transferred plaintiff to a supervisor's voice mail. A message was left but no call back was ever made.

9. As of the date of this complaint, plaintiff has not received confirmation in writing that she has paid this debt, nor has a stipulation of discontinuance been filed with this court.

10. By their above acts and omissions defendants have made false and misleading representations to plaintiff in violation of 15 USC §1692e of the FDCPA.

11. By their above acts and omissions defendants have engaged in unfair practices in violation of 15 USC §1692f of the FDCPA.

12. For each violation of the FDCPA, plaintiff is entitled to statutory damages in the sum of \$1,000.00 per each act that violated the FDCPA, pursuant to 15 USC §1692k.

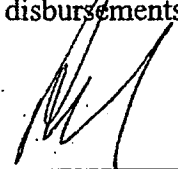
13. Defendants breached the stipulation of settlement and have caused defendant monetary damages as a result thereof.

14. Pursuant to 15 USC §1692k of the FDCPA, plaintiff has a statutory right to reasonable attorney's fees.

15. Plaintiff has suffered damages in the sum of \$10,000.00 and is entitled to reasonable attorney's fees in a sum to be determined by this court.

Wherefore, plaintiff demands judgment against the defendants in the sum of \$10,000.00 plus reasonable attorney's fees together with the costs and disbursements of this action.

Dated: Islandia, NY
August 18, 2014



Eric S. Pillischer, Esq.
Attorney for Plaintiff
8 Cutchogue Lane
Commack, NY 11725
(631) 433-3710

To the best of deponent's knowledge, information and belief, formed after an inquiry reasonable under the circumstances, the presentation of the summons and complaint or the contentions therein are not frivolous as defined in subsection (c) of section 130-1.1.
Dated: August 18, 2014



Eric S. Pillischer, Esq.

DISTRICT COURT OF THE COUNTY OF SUFFOLK
SECOND DISTRICT COURT, LINDENHURST PART

-----X
DIANE VOMARO,

Plaintiff,

Index no. BAC

against

VERIFICATION

PORTFOLIO RECOVERY ASSOCIATES, LLC
and KRISTEN S. MANTYLA, ESQ.,
Defendants.
-----X

STATE OF NEW YORK, COUNTY OF SUFFOLK} ss.:

I, Diane Vomaro, being duly sworn state that I am the Plaintiff in the above entitled action, that I have read the foregoing Complaint, that the same is true to my own knowledge except as to matters therein stated to be alleged on information and belief, and as to those matters I believe it to be true.

Diane Vomaro
Diane Vomaro

Sworn to before me this 18th day of August, 2014

[Signature]
Notary Public

ERIC S. PILLISCHER
NOTARY PUBLIC, State of New York
No. 4989634, Suffolk County
Term Expires 6-27-18

DISTRICT COURT OF THE STATE OF NEW YORK
COUNTY OF SUFFOLK 1st DISTRICT LINDENHURST

-----X
PORTFOLIO RECOVERY ASSOCIATES, LLC

Index No.:

Plaintiff,

-against-

DIANE VOMARO

Defendant.

STIPULATION OF SETTLEMENT

PRA File No.: 12-41028
-----X

Settled for \$1,380.97, to be paid to Plaintiff as follows:

\$80.00 by January 31, 2013, payment of \$150.00 due February 28, 2013, and continued payments of \$80.00 per month by the 30th of every month; and monthly thereafter until the settlement is paid in full.

Should Defendant fail to timely make a payment, plaintiff may, upon (ten) 10 days written notice to cure, enter judgment for the relief requested in the complaint including any applicable attorney fees allowed by law, interest, costs and disbursements, giving credit for payments actually made hereunder. After the final payment has been made, the Plaintiff shall deliver to the undersigned, as applicable, a stipulation of discontinuance or satisfaction of judgment.

The undersigned Defendant waives and discontinues any counterclaims with prejudice, authorizes Plaintiff to communicate with them, waives any cease and desist request, and waives any and all defenses and claims stemming from this matter to date against Plaintiff, or its counsel. Payment in excess of the above minimum monthly payment will be applied to the account balance, but shall not relieve Defendant of their obligation to pay the next monthly payment(s). Defendant shall notify Plaintiff via regular mail with mailing receipt within ten (10) days of a change of address.

To assure proper credit, include file # 12-41028, on all payments.

Make all payments to: Portfolio Recovery Associates, LLC
P.O. BOX 12903
NORFOLK, VA 23541
1-866-428-8102

All facsimile and electronically reproduced signatures shall be deemed as original for purposes of this stipulation only.

DIANE VOMARO

DIANE VOMARO, Defendant
Address: 181 ABBOTT AVE
MASTIC NY 11950

Dated: 3/1/13

Kristen Mantyla, Esq.
New York Associate Counsel
Portfolio Recovery Associates, LLC
100 Park Avenue, Suite 1600
New York, New York 10017
1-866-428-8102

EXHIBIT
14

index no.

DISTRICT COURT OF THE COUNTY OF SUFFOLK
SECOND DISTRICT COURT, LINDENHURST PART

DIANE VOMARO,

Plaintiff,

against

PORTFOLIO RECOVERY ASSOCIATES, LLC
and KRISTEN S. MANTYLA, ESQ.,
Defendants.

SUMMONS AND VERIFIED COMPLAINT

ERIC S. PILLISCHER, ESQ.

Attorney for Plaintiff

8 Cutchogue Lane

Commack, New York 11725

631-433-3710

PLEASE TAKE NOTICE:

☐ NOTICE OF ENTRY:

The within is a (certified) true copy of an
duly entered in the office of the clerk of the within
named court on

☐ NOTICE OF SETTLEMENT:

An of which the within is a true copy
will be presented for settlement to the HON.
one of the judges of the within named court, at

on

at 9:30 a.m.

Dated:

Yours, etc.

Eric S. Pillischer, Esq.

SUFFOLK COUNTY
DISTRICT COURT
2014 AUG 19 1P 3:08